

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

VERIZON BUSINESS PURCHASING, LLC, a  
Delaware limited liability company,

Plaintiff,

v.

TEXAS MOVING COMPANY, INC., a Texas  
corporation,

Defendant

Case No.:

**COMPLAINT**

Now Comes the Plaintiff, Verizon Business Purchasing, LLC, by and through its attorneys, Cozen O'Connor, and for its Complaint against the Defendant Texas Moving Company, Inc., states as follows:

**I. JURISDICTION AND VENUE**

1. Verizon Business Purchasing, LLC (hereinafter "Verizon") is a Delaware limited liability corporation with its principal place of business in Ashburn, Virginia.

2. Texas Moving Company, Inc., (hereinafter "Texas Moving"), upon information and belief, is a Texas corporation with its principal place of business in Richardson, TX.

3. The accident which forms the basis of this complaint occurred in rural Winslow, Nebraska. Venue is proper pursuant to 28 U.S.C. § 1391.

4. Subject matter jurisdiction is proper under 28 U.S.C. § 1331 and 28 U.S.C. § 1332. The incident giving rise to this complaint concerns damages to Plaintiff's property during an interstate truck shipment and is thus governed by the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706. Additionally, the parties are diverse in citizenship and the amount in controversy exceeds \$75,000.

**II. FACTS**

5. Plaintiff Verizon realleges all preceding paragraphs as though fully set forth herein.

6. Plaintiff Verizon contracted with Defendant Texas Moving to transport a shipment of electronic communications equipment from Minneapolis, Minnesota to Omaha, Nebraska.

7. Said shipment of electronics equipment was in the possession of Defendant Texas Moving in good order and condition on or about May 1, 2007 at Verizon's facility in Minneapolis, Minnesota with instructions to transport said shipment to a final location in Omaha, Nebraska.

8. On May 4, 2007 said shipment of electronics equipment was damaged when the truck operated by Texas Moving was involved in a collision with a train outside of Winslow, Nebraska.

9. The value of the damaged electronic communications equipment was \$235,918.07.

### **III. LIABILITY**

10. Plaintiff Verizon realleges all preceding paragraphs as though fully set forth herein.

11. Defendant Texas Moving was obligated by the contractual terms of the shipment to deliver the shipment to Omaha, Nebraska in the same good order and condition in which Plaintiff Verizon had delivered said equipment to Defendant Texas Moving.

12. The damage to Plaintiff Verizon's equipment was a breach of the obligations of Defendant Texas Moving under the contract and the common law.

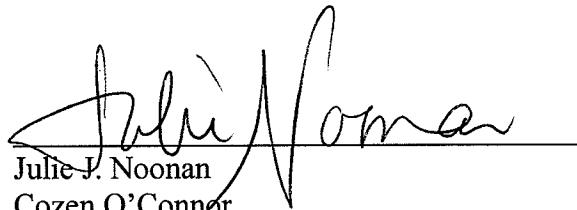
### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Verizon Business Purchasing, LLC prays that this Court enter judgment in its favor and against Defendant Texas Moving Company, Inc. in the amount of \$235,918.07, together with interest and the costs of this action, and any other relief this Court deems just.

DATED this 18<sup>th</sup> day of March, 2009.

Respectfully submitted,

COZEN AND O'CONNOR

A handwritten signature in black ink, appearing to read "Julie Noonan", is written over a horizontal line.

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